

City Clerk File No. Ord. 19-047

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-047

TITLE:

**AN ORDINANCE AMENDING CHAPTER 242 (PEACE AND GOOD ORDER) ADDING ARTICLE
VIII SECTION 242-11 (PROHIBITING SPECIFIED ACTIONS CONSTITUTING A BREACH OF
THE PEACE**

COUNCIL offered and moved adopting of the following Ordinance:

- I. Chapter 242 of the Jersey City Municipal Code (Peace and Good Order) shall be amended as follows:

CHAPTER 242

PEACE AND GOOD ORDER

ARTICLE VIII

PROHIBITING SPECIFIED ACTIONS CONSTITUTING A BREACH OF THE PEACE

§242.11 Disturbing the Peace

The following acts shall be unlawful:

- A. No person shall engage in loud, boisterous, threatening, abusive, insulting, indecent language or behavior tending to breach the public peace and good order at a time or place where a reasonable person has a reasonable expectation to quiet enjoyment.
 - B. Appropriate factors for determining reasonableness with respect to quiet enjoyment include, but are not limited to, the following:
 1. The proximity of the conduct to noise sensitive areas, which is any real property normally used for sleeping (either residentially or commercially) or normally used as a school, church, hospital or public library;
 2. The time of day or night the conduct occurs;
 3. Whether the conduct is recurrent, intermittent, or constant.
- II. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- III. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- IV. This Ordinance shall take effect at the time and in the manner as provided by law.

- V. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JVH
04/30/19

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET –

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE AMENDING CHAPTER 242 (PEACE AND GOOD ORDER) ADDING ARTICLE VIII SECTION 242-11 (PROHIBITING SPECIFIED ACTIONS CONSTITUTING A BREACH OF THE PEACE

Initiator

Department/Division	Law Department	
Name/Title	Peter J. Baker	Corporation Counsel
Phone/email	(201) 547-5180	PBaker@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Ordinance

The purpose of this ordinance is to amend Chapter 242 (Peace and Good Order) and add Article VIII (prohibiting specified actions constituting a breach of the peace), section 242.11 (Disturbing the Peace).

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/30/19
Date

City Clerk File No. Ord. 19-048

Agenda No. 3.2 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-048

TITLE:

**ORDINANCE AUTHORIZING THE RENEWAL AND FIRST
AMENDMENT OF A LEASE OF CITY-OWNED PROPERTY AT
392-394 CENTRAL AVENUE TO THE UNITED STATES POSTAL
SERVICE FOR THE PURPOSE OF OPERATING A POST OFFICE**

MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (City) became the owner of a building and two parking lots at 392-394 Central Avenue (Property) upon the dissolution of the Jersey City Parking Authority (JCPA) in 2014; and

WHEREAS, the United States Postal Service (USPS) executed a Lease Agreement with the JCPA effective November 15, 2012 and expiring on August 14, 2017 to lease a portion of the Property described in the Lease Agreement for the purpose of operating a post office for an annual rent of \$173,025.00 or \$14,418.75 per month; and

WHEREAS, the Lease Agreement provides the USPS with the option to renew the Lease Agreement for a five (5) year period effective as of August 15, 2017 and expiring on August 14, 2022 for an annual rent of \$188,000.00 or \$15,666.66 per month; and

WHEREAS, the USPS exercised the renewal option; and

WHEREAS, it is necessary to amend Section 7 of the Lease Agreement which is the legal description of the leased premises because it erroneously describes the parking area on the north side of building that the USPS is leasing as a parking area consisting of 4,200 sq. ft. rather than the correct size of 2,500 sq. ft.; and

WHEREAS, the City is authorized to renew the Lease Agreement with the USPS pursuant to N.J.S.A. 40A:12-14(b).

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- 1) Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Renewal and First Amendment of Lease Agreement with the United States Postal Service, in substantially the form of the attached; and
 - 2) The term of the lease is effective as of August 15, 2017 and shall terminate on August 14, 2022 and the annual rent is \$188,000.00.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner as provided by law.

D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by
bold face and repealed matter by *italic*

RR
4-29-19

RR
4-29-19

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE RENEWAL AND FIRST AMENDMENT OF A LEASE OF CITY-OWNED PROPERTY AT 392-394 CENTRAL AVENUE TO THE UNITED STATES POSTAL SERVICE FOR THE PURPOSE OF OPERATING A POST OFFICE

Project Manager

Department/Division	Administration	Real Estate
Name/Title	Ann Marie Miller	Manager
Phone/email	547-5234	AMiller@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City became the owner of a building and two parking lots at 392-394 Central Avenue (Property) upon the dissolution of the Jersey City Parking Authority (JCPA) in 2014. The United States Postal Service (USPS) executed a Lease Agreement with the JCPA effective November 15, 2012 and expiring on August 14, 2017 to lease a portion of the Property described in the Lease Agreement for the purpose of operating a post office for an annual rent of \$173,025.00. The Lease Agreement provides the USPS with the option to renew the lease for a five year period beginning on August 15, 2017 and expiring on August 14, 2022 for an annual rent of \$188,000.00 or \$15,666.66 per month. The USPS exercised the renewal option. It is necessary to amend Section 7 of the Lease Agreement which is the legal description of the leased premises because it erroneously describes the parking area on the north side of building as a parking area consisting of 4,200 sq. ft. rather than the correct size of 2,500 sq. ft.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

5 years commencing on August 15, 2017 and ending on August 14, 2022.

Type of award <bid, fair/open, nonfair/open, state cont>

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

RENEWAL AND FIRST AMENDMENT OF LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY (LANDLORD) AND THE UNITED STATES POSTAL SERVICE (TENANT) FOR THE RENTAL OF PROPERTY AT 392-394 CENTRAL AVENUE

This Renewal and First Amendment of Lease Agreement made this _____ day of _____ 2019 between the City of Jersey City ("City" or "Landlord") and the United States Postal Service ("USPS" or "Tenant").

WHEREAS, the City became the owner of a building and two parking lots at 392-394 Central Avenue (Property) upon the dissolution of the Jersey City Parking Authority ("JCPA") in 2014; and

WHEREAS, the USPS executed a Lease Agreement, Exhibit "A" attached hereto, with the JCPA effective November 15, 2012 and expiring on August 14, 2017 to lease a portion of the Property described in the Lease Agreement for the purpose of operating a post office for an annual rent of \$173,025.00 or \$14,418.75 per month; and

WHEREAS, Lease Agreement provides the USPS with the option to renew the Lease Agreement for a five (5) year period effective as of August 15, 2017 and expiring on August 14, 2022 for an annual rent of \$188,000.00 or \$15,666.66 per month; and

WHEREAS, the USPS exercised the renewal option; and

WHEREAS, it is necessary to amend Section 7 of the Lease Agreement which is the legal description of the leased premises because it erroneously describes the parking area on the north side of building as a parking area consisting of 4,200 sq. ft. rather than the correct size of 2,500 sq. ft.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The Lease Agreement between the parties is renewed for an additional five (5) year term effective as of August 15, 2017 and terminating on August 14, 2022.
2. The legal description contained in Section 7 of the Lease Agreement is amended to indicate the size of the parking area on the north side of the building as 2,500 sq. ft.
3. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Lease Agreement attached hereto as Exhibit "A" shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and the United States Postal Service by an authorized representative, have executed this Renewal and First Amendment of Lease Agreement and affixed their corporate seals thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

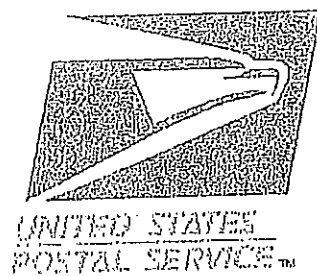
BRIAN PLATT
Business Administrator

ATTEST:

UNITED STATES POSTAL SERVICE

RR
4-29-19

EXHIBIT A



Lease

JERSEY CITY - HUDSON CITY STA. (333874-001)
392 CENTRAL AVE, JERSEY CITY, NJ 07307-9998



Lease

Facility Name/Location
JERSEY CITY - HUDSON CITY STA. (333874-001)
392 CENTRAL AVE, JERSEY CITY, NJ 07307-9998

County: Hudson
Lease: B000000374996

This Lease made and entered into by and between PARKING AUTHORITY OF JERSEY CITY hereinafter called the Landlord; and the United States Postal Service, hereinafter called the Postal Service;

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a Multi Tenant Bldg. four story bldg., multi-tenant, brick/block building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	COMMON/JOINT USE AREA	SQ. FEET
Gross Total USPS Leased SF	10,200	Joint-use/Exterior Parking	1,122
Platform	384		
North side - addl prkg	4,200		
North side platform	1,020		

Total Site Area: 14,083.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:
FIXED TERM: The term becomes effective November 15, 2012 with an expiration date of August 14, 2017, for a total of 4 Years and 9 Months.

3. RENTAL: The Postal Service will pay the Landlord an annual rent of: See Addendum.

Rent checks shall be payable to:
PARKING AUTH OF JERSEY CITY
394 CENTRAL AVE
JERSEY CITY, NJ 07307-2808



Lease

4. **RENEWAL OPTIONS:** The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
08/15/2017	08/14/2022	\$188,000.00

provided that notice is sent, in writing, to the Landlord at least 120 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - USPS Responsibility, Maintenance Rider UST - Landlord Responsibility.

6. **TERMINATION:**

The Postal Service may terminate this Lease at any time by giving 365 days written notice to the Landlord.

7. **LEGAL DESCRIPTION:**

See Attached Addendum



Addendum

Facility Name/Location
JERSEY CITY - HUDSON CITY STA. (333874-001)
392 CENTRAL AVE, JERSEY CITY, NJ 07307-9998

County: Hudson
Lease: B00000374998

3. RENTAL: The Postal Service will pay the Landlord an annual rental of:
\$173,025.00 beginning November 15, 2012 and ending November 14, 2013
\$180,643.40 beginning November 15, 2013 and ending August 14, 2017
payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

7. LEGAL DESCRIPTION:

All that certain portion of the four (4) story masonry building, located 392-394 Central Avenue in the City of Jersey City, County of Hudson and State of New Jersey, with a total of 11,806 ground gross sq. ft. designated as Block 771, Lots 13-14A, 17 & 18 Block 47 & 48 and providing 31,240 sq. ft. of gross building, land area of 14,083 sq. ft. of which the Postal Service occupies approximately a total of 10,200 net int. sq. ft. Inside measurements on the first floor, including platform area of approximately 384 sq. ft. Inside measurements. Joint use of paved easement area of approximately 1,122 sq. ft. on the south side of the premises, providing access to an additional platform and parking area for 3-4 parking spaces. On the northerly side there is 4,200 sq. ft. parking area for Postal use. Property is located in Jersey City, County of Hudson, State of New Jersey.

NOTE: Retro-Active Rent Due:

Landlord is due difference in rent as per the Lease Extension, which commenced on August 15, 2012. Rent for Lease Extension was \$12,499.91 per month from August 15, 2012 through November 14, 2012. New rent for the first year term is \$173,025.00 per annum or \$14,418.75 a month. Difference from \$12,499.91 - \$14,418.75 = \$1,918.84 X 3 months = \$5,756.52.

In addition, rent @ \$173,025.00 or \$14,418.75 will be pro-rated from November 15, 2012 at the execution of this approved lease.



Lease

EXECUTED BY LANDLORD this 25 day of January, 2013.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: PARKING AUTHORITY OF JERSEY CITYMary F. Pareth
Name & Title: Mary F. Pareth, CEO

Name & Title:

Name & Title:

Name & Title:

Landlord's Address: 394 CENTRAL AVE
JERSEY CITY, NJ 07307-2808Landlord's Telephone Number(s): (201) 653 - 6869(201) 653 - 7818

E-mail Address:

Federal Tax Identification No.: XX-XXX7479Aurelio Vincitore Aurelio Vincitore
Witness Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: 2/7/13Michael Laverdiere
Contracting Officer[Signature]
Signature of Contracting OfficerNortheast FSO 8 GRIFFIN ROAD NORTH, WINDSOR, CT 06008-0300
Address of Contracting Officer



General Conditions to USPS Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.



General Conditions to USPS Lease

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until confirmed as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or

2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must promptly comply with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Hazardous/toxic material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Fibrous asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing material, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Unless due to the act or negligence of the Postal Service, if contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks, sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks, the Landlord agrees to remove such materials or substances as defined by applicable local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.



General Conditions to USPS Lease

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that there are no undisclosed underground storage tanks or associated piping, ACM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2008)

Clause 1-8, *Contingent Fees* (March 2008)

Clause 9-3, *Davis-Bacon Act* (March 2008)¹

Clause 9-7, *Equal Opportunity* (March 2008)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2008)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2008)⁴

Clause B-25, *Advertising of Contract Awards* (March 2008)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 8,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider USPS Responsibility (Partial)

1. The Postal Service shall maintain the demised premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of the Landlord in Paragraph 3 below. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.
2. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Landlord under this Lease.
3. During the continuance of the Lease, the Landlord is responsible for maintenance of, repairs to, and, if necessary, replacement of:
 - a. All common or joint use interior and exterior areas and common or joint use equipment and systems that may be included as part of this lease.
 - b. All structural elements, including but not limited to: the foundation; column supports; bearing walls; floors, not including floor covering.
 - c. All parts of the roof system including, but not limited to: the roof covering; flashing and insulation; roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. The Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.
 - d. Damage resulting from termites and any other wood-eating insects, including inspection, prevention and eradication.
 - e. Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Landlord.
 - f. Damage from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.
 - g. Items of repair performed by the Postal Service due to the failure of any element for which the Landlord is responsible.
 - h. Landlord is responsible for any necessary replacement of the well and septic systems, including lateral fields, during the continuance of the lease. If replacement of either system becomes necessary as a result of the failure of that system, the Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. The Postal Service is responsible for maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system.
4. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignees of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignees shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.



Maintenance Rider USPS Responsibility (Partial)

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

5. The Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement;
and
 - (2) Postal Service employees; and,
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



Maintenance Rider Underground Storage Tanks Landlord Responsibility

Facility Name/Location
JERSEY CITY - HUDSON CITY STA. (333874-001)
392 CENTRAL AVE, JERSEY CITY, NJ 07307-9998

County: Hudson
Lease: B00000374996

a. The term "Underground Storage Tank" (UST) as used in this lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the UST's volume below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the lessor, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except where such damage or casualty was caused by the negligence of employees or agents of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades, as required by the Postal Service, will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release of fuel from the UST system, unless the release was caused by the act or negligence of the Postal Service.

(5) Expenses incurred by the Postal Service which were made necessary due to the failure of any element for which the landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily operations, including product input/output monitoring.

d. If requested by the landlord, the Postal Service will provide the landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the landlord is responsible, the Postal Service will, except in emergencies, give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect Postal Service's rights to recover expended costs under this provision, provided that the costs expended by Postal Service are reasonable in amount.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise) and withhold the cost plus any administrative cost and/or interest from rental payments due or to become due under this Lease. In addition, the Postal Service, acting through the Contracting Officer, may proportionally abate the rent for any period the premises, or any part thereof, are



**Maintenance Rider
Underground Storage Tanks
Landlord Responsibility**

determined by the Postal Service to have been rendered untenable by reason of such condition. Alternatively, the Contracting Officer may, if the demised premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.



Utilities, Services, & Equipment Rider

Facility Name/Location

JERSEY CITY - HUDSON CITY STA. (333874-001)
392 CENTRAL AVE, JERSEY CITY, NJ 07307-9998

County: Hudson

Lease: B00000374996

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service pays for recurring charges for power for the equipment, provided the power is separately metered for postal consumption.

3. ELECTRICITY

Landlord must furnish a separately metered electrical system in good working order for the demised premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord is not responsible for providing light fixtures.



Utilities, Services, & Equipment Rider

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

Not Applicable

8. SNOW

The Landlord agrees to furnish and pay for the timely removal of snow and ice from the roof and the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Lease.



Addendum

Facility Name/Location
JERSEY CITY - HUDSON CITY STA. (333874-001)
392 CENTRAL AVE, JERSEY CITY, NJ 07307-9998

County: Hudson
Lease: B00000374986

3. RENTAL: The Postal Service will pay the Landlord an annual rental of:
\$173,025.00 beginning November 15, 2012 and ending November 14, 2013
\$180,643.40 beginning November 15, 2013 and ending August 14, 2017
payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

7. LEGAL DESCRIPTION:

All that certain portion of the four (4) story masonry building, located 392-394 Central Avenue in the City of Jersey City, County of Hudson and State of New Jersey, with a total of 11,606 ground gross sq. ft. designated as Block 771, Lots 13-14A, 17 & 18 Block 47 & 48 and providing 31,240 sq. ft. of gross building, land area of 14,083 sq. ft. of which the Postal Service occupies approximately a total of 10,200 net int. sq. ft. inside measurements on the first floor, including platform area of approximately 384 sq. ft. inside measurements. Joint use of paved easement area of approximately 1,122 sq. ft. on the south side of the premises, providing access to an additional platform and parking area for 3-4 parking spaces. On the northerly side there is 4,200 sq.ft. parking area for Postal use. Property is located in Jersey City, County of Hudson, State of New Jersey.

NOTE: Retro-Active Rent Due:

Landlord is due difference in rent as per the Lease Extension, which commenced on August 15, 2012. Rent for Lease Extension was \$12,499.91 per month from August 15, 2012 through November 14, 2012. New rent for the first year term is \$173,025.00 per annum or \$14,418.75 a month. Difference from \$12,499.91 - \$14,418.75 = \$1,918.84 X 3 months = \$5,756.52.

In addition, rent @ \$173,025.00 or \$14,418.75 will be pro-rated from November 15, 2012 at the execution of this approved lease.

Full payment for November.



Lease Amendment
Lease Extension

EXECUTED BY LANDLORD this 17 day of August 2012.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: Jersey City Parking Authority

MARY F Pareth CEO
Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Landlord's Address: PARKING AUTH OF JERSEY CITY

394 CENTRAL AVE

JERSEY CITY, NJ

Zip+4 07307-2808

Landlord's Telephone Number(s): (201) 653 - 6889

(201) 653 - 7816

Federal Tax Identification No.: XX-XXX7479

Witness

Witness

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: 8/23/12

Michael Laverdiere
Contracting Officer

[Signature]
Signature of Contracting Officer

Northeast FSO 8 GRIFFIN ROAD NORTH, WINDSOR, CT 06098-0300
Address of Contracting Officer



Exercise of Renewal Option

Facility Name/Location:

JERSEY CITY- HUDSON CITY STA. (333874-001)
392 CENTRAL AVE, JERSEY CITY, NJ 07307-9998

County : Hudson
Lease: B00000374996

To

CITY OF JERSEY CITY
C/O DIVISION OF REAL ESTATE
365 SUMMIT AVE RM 239
JERSEY CITY, NJ 07306-3112

Certified Mail #
70070710000130716538

Issuing Office

PO BOX 27497
GREENSBORO , NC 27498-1103

Date of Existing Lease: 08/13/1997

The existing Lease has no amendments.

Pursuant to the Lease covering this facility, the Postal Service hereby exercises its option to renew said Lease as follows:

Term: 5 Years From (Date): 08/15/2017 To (Date): 08/14/2022 Annual Rate: \$188,000.00

In all other respects, the said Lease shall remain the same and is hereby confirmed.

Remarks

Date
03/21/2016

Name of Contracting Officer
James Legrand

Signature

City Clerk File No. Ord. 19-049

Agenda No. 3.3 1st Reading

Agenda No. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-049

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS); SECTION 332-11 (LANE USE RESERVATIONS); ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES); SECTION 332-23 NO STOPPING OR STANDING FOR THE GRAND STREET IMPROVEMENTS PROJECT

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332(Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-5 ONE-WAY STREETS

The streets or parts of streets listed below are hereby designated as one way streets in the direction indicated.

Name of Street	Direction	Limits
<u>Johnston Av</u>	<u>West</u>	<u>Grand St to Cornelison Av</u>

Section 332-11 LANE USE RESERVATIONS

The lane locations listed below are hereby designated as lane use reservations, and traffic shall move only as indicated.

Street 1	Approach	Street 2	Lane Reserved	Purpose
Grand St	West	Jersey Av	Left	Left turn
	East	Communipaw Av	Right	Right turn
	East	Skinner Dr	Left	Left turn
	East	Summit Av	Left	Left turn
	<u>West</u>	<u>Woodward St</u>	<u>Left</u>	<u>Left turn</u>
	<u>West</u>	<u>Barbara Pl</u>	<u>Left</u>	<u>Left turn</u>
	<u>East</u>	<u>Colden St</u>	<u>Left</u>	<u>Left turn</u>

Section 332-22 Parking prohibited at all times
No person shall park a vehicle on any of the streets or parts thereof described.

Name of Street	Side	Limits
Communipaw Av	Both	[<u>Berry Ln</u>] <u>Garfield Av</u> to Park St
	North	Kennedy Blvd 150 feet east West Side Av to Marcy Av
	South	Suydam Av east 350 feet Kennedy Blvd 150 feet east Madison Av to Martin Luther King Dr West Side Av to Mallory Av

Continued.....
AV:pcl
(04.30.19)

Name of Street	Side	Limits
Grand St	North	Grove St to Barrow St <u>Fairmount Av to Prior St</u>
	South	Barbara Pl to Merseles St Ivy Pl to Arlington Av Pacific Av to Jersey Av <u>[Fairmount Av to Prior St]</u>

Section 332-23 NO STOPPING OR STANDING
No person shall stop or stand a vehicle upon any of the streets or parts thereof listed below.

Name of Street	Side	Limits
Communipaw Av	North	<u>[Kennedy Blvd 155 feet east]</u> West Side Av to Route 1 & 9 Park St to Harrison Av West Side Av 155 feet east 139 feet west of Summit Av to Grand St
	South	Arlington Av to Grand St <u>[Garfield Av to Berry Ln]</u> Route 440 to West Side Av Tyson Ln (west portion) to Bergen Av 108 feet east of Randolph Av to Garfield Av 127 feet east of Jackson Av to Martin Luther King Dr
	Both	<u>Garfield Av to Berry Ln</u>
Garfield Av	<u>[East</u>	<u>Communipaw Av 150 feet north]</u>
	<u>[West</u>	<u>Communipaw Av 100 feet north]</u>
	<u>Both</u>	<u>Communipaw Av to Grand St</u>
Grand St	North	Ivy Pl to <u>[Communipaw Av]</u> <u>Fairmount Av</u> Jersey Av to Merseles St Jersey Av 200 feet east
	South	Bramhall Av 155 feet east Merseles St to River St (private roadway) Tidewater St (private roadway) to Marin Blvd Summit Av to Garfield Av <u>Garfield Av to Fairmount Av</u>

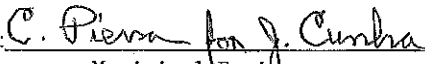
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: New material to be inserted is underscored; material to be repealed is in [brackets].

AV:pc1
(04.30.19)

APPROVED: 
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: 
Municipal Engineer

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS); SECTION 332-11 (LANE USE RESERVATIONS); ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES); SECTION 332-23 NO STOPPING OR STANDING FOR THE GRAND STREET IMPROVEMENTS PROJECT

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jenj.org

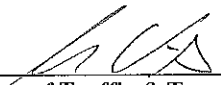
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance has been proposed for the purpose of amending Vehicles and Traffic of the Jersey City Code, Sections 332-5 (One-Way Streets); 332-11 (Lane Use Reservations); Section 332-22 (Parking prohibited at all times); Section 332-23 (No stopping or standing) for the Grand Street Improvements Project.

The ordinance designates a section of Johnston Avenue as a one-way "west" from Grand Street to Cornelison Avenue, new parking restrictions along sections of Communipaw Avenue; Garfield Avenue and Grand Street and designate lane use reservations (left turn only) on Grand Street at Woodward Street; Barbara Place and Colden Street. These modifications are proposed to accommodate the installation of protected bike facilities on Grand Street and help mitigate traffic impacts associated with the travel lane reduction.

I certify that all the facts presented herein are accurate.


Director of Traffic & Transportation

66
Signature of Department Director

4/30/19
Date

5/1/19
Date

City Clerk File No. Ord. 19-050

Agenda No. 3.4 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-050

TITLE: **AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING WAYNE STREET AND GRAY STREET AS A STOP INTERSECTION, STOPPING GRAY STREET**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.

The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Gray St</u>	<u>North</u>	<u>Wayne St</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All the material to be inserted is new and underscored.

AV: pcl
(04.18.19)

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: Paul Russo (Sr)
Municipal Engineer

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING WAYNE STREET AND GRAY STREET AS A STOP INTERSECTION, STOPPING GRAY STREET

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jenj.org

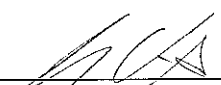
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The purpose of this Ordinance is to designate the following intersection as a stop intersection:
Gray Street and Wayne Street, stopping Gray Street.

Northbound traffic on Gray Street, where it intersects with Wayne Street is controlled by a "stop" sign. However, the stop designation is not recorded in Chapter 332-9. This Ordinance will memorialize the existing traffic control on Gray Street at Wayne Street. .

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Signature of Department Director

4/22/19
Date

5/1/19
Date

City Clerk File No. Ord. 19-051

Agenda No. 3.5 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-051

TITLE: **AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING, AMENDING AND/OR REPEALING A RESERVED PARKING SPACE AT VARIOUS LOCATIONS THROUGHOUT THE CITY**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Brenda Miles</u>	<u>83-85 Armstrong Av</u>	
<u>Xavier Garcia</u>	<u>109 Atlantic St</u>	
<u>Pastor Marte-Estevez</u>	<u>384 Baldwin Av</u>	
<u>Irene Case</u>	<u>[390] 388 Baldwin Av</u>	
<u>Ashraf Ayad</u>	<u>450 Baldwin Av</u>	
<u>Luis Quinones</u>	<u>115 Beach St</u>	
<u>Charles McKenney</u>	<u>135 Bidwell Av</u>	
<u>Teresita Mangulubnan</u>	<u>118 Bleecker St</u>	
<u>Mark Nenin</u>	<u>22-24 Briarwood Rd</u>	
<u>Jose Roman</u>	<u>86 Charles St</u>	<u>[201 Clifton Pl]</u>
<u>Richard & Virginia Joyce</u>	<u>69 Chestnut Av</u>	
<u>Noel Rabano</u>	<u>37 Clarke Av</u>	
<u>Henry Parades</u>	<u>184 Clendenny Av</u>	
<u>Bernice Bennett</u>	<u>32-34 Clerk St</u>	
<u>Maryann Jablonski</u>	<u>84 Court House Pl</u>	
<u>Bernardina Ocasio</u>	<u>opposite 251 Garfield Av</u>	<u>[79 Erie St]</u>
<u>Donna Collins</u>	<u>60 Gautier Av</u>	
<u>Dancis Barreiro-Martinez</u>	<u>249 Griffith St</u>	
<u>Taylor Weldon</u>	<u>129 Jefferson Av</u>	
<u>Darlene Myers</u>	<u>94 Kearney Av</u>	
<u>Alicia Spann</u>	<u>10 Kensington Av</u>	
<u>Richard Young</u>	<u>145 Kensington Av</u>	
<u>Manual Franco-Herrera</u>	<u>[19] 25 Kensington Av</u>	
<u>James Tuzzo</u>	<u>129-131 Lafayette St</u>	

Continued.....
AV:pc1
(04.26.19)

<u>Gail Krone</u>	<u>43 Liberty Av</u>	
<u>Donna DeSomma</u>	<u>417 Liberty Av</u>	
<u>Cristino Rodriguez</u>	<u>671 Liberty Av</u>	[115 Lincoln St]
<u>Jerome Edge</u>	<u>218-216 Linden Av</u>	
<u>Mina Georgy</u>	<u>225 McAdoo Av</u>	[131-133 Boyd Av]
<u>Carmen Lopez</u>	<u>398 Manila Av</u>	
<u>Walter Campos</u>	<u>430 Manila Av</u>	
<u>Suzanna Mercado</u>	<u>118 Monitor St</u>	
<u>Tina DelGiodice</u>	<u>280 North St</u>	
<u>Rosa Heredia</u>	<u>368-366 Pacific Av</u>	[2 McAdoo Av]
<u>Lois [Martin] Chismar</u>	<u>137 Pamrapo Av</u>	
<u>Turdy Miles</u>	<u>268-266 Princeton Av</u>	
<u>James [Etta] Wheeler</u>	<u>114 Rutgers Av</u>	
<u>Maganial Patel</u>	<u>126 St. Pauls Av</u>	
<u>Emily Ferreira</u>	<u>208 Sherman Av</u>	
<u>Heba Saleh</u>	<u>232 Sherman Av</u>	
<u>Carolyn Pinnock</u>	<u>234 Stegman St</u>	[208 Nunda Av]
<u>Cyril & Corazon Paronavitana</u>	<u>92 Terhune Av</u>	[117 Kensington Av]
<u>Pedro Veloz-Lluveres</u>	<u>142 Terhune Av</u>	
<u>Navin Shah</u>	[166] <u>164 Terrace Av</u>	
<u>John Wares</u>	<u>29 Thorne St</u>	
<u>Andy Mendoza</u>	<u>36 Troy St</u>	
<u>Elba [Agracelio] Martinez</u>	<u>382 Van Nostrand Av</u>	
<u>Kyrie Frierson</u>	<u>73 Warner Av</u>	[32 Greenville Av]
<u>Stephanie Loftus</u>	<u>47 Washburn St</u>	[632 Jersey Av]
<u>Moe Elgindy</u>	<u>444 West Side Av</u>	[446 West Side Av]
<u>Aziz Shurafa</u>	<u>23 Whitman Av</u>	
<u>Alan Cherry</u>	<u>96 Wilkinson Av</u>	
<u>Emiliana DelRosario</u>	<u>165 Williams Av</u>	
<u>Dominick Piscopo</u>	<u>379 Woodlawn Av</u>	

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
 4. This ordinance shall take effect at the time and in the manner as prescribed by law.
 5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
- NOTE:** All new material to be inserted is underscored; material to be repealed is in [brackets].

AV:pcl
(04.26.19)

APPROVED: 
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: 
Municipal Engineer

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING, AMENDING AND/OR REPEALING A RESERVED PARKING SPACE AT VARIOUS LOCATIONS THROUGHOUT THE CITY

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. on behalf of Councilwoman Watterman, Chairwoman for the Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Designate/Delete or Amend a reserved parking space at various locations throughout the City. All applicants have submitted applications for a reserved parking space and have been reviewed and recommended for approval by the Committee. Each reserved parking space will have a two-year mandatory renewal, July 1, 2021.

This ordinance designates 37 reserved parking spaces for newly approved individuals, amends 3 locations in order for the address in the Reserved Parking Manual to match the location of the signs, amends the disabled individual for whom the space is designated for at 3 existing locations and designate 12 new locations for individuals who have relocated from a previously approved location.

Since the last Ordinance adopted in September 2018, there have been 42 reserved parking spaces removed.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

4/26/19

Date

5/1/19

Date